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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DAVID EZELL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

DIAB LEASING, INC., a California
Corporation; and DOES 1-50, Inclusive.

Defendants.

CASE NO. 34-2021-00305329

**DECLARATION OF SHANI O. ZAKAY IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: May 5, 2023
Hearing Time: 9:00 a.m.
Department: 28

Trial Date: None
Action Filed: July 30, 2021

Reservation ID #: 2705472

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel
3 of record for Plaintiff DAVID EZELL (“Plaintiff”) in this matter. As such, I am fully familiar with
4 the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support Plaintiff’s Motion for Preliminary
7 Approval of Class and PAGA Action Settlement (“PAGA”) action with Defendants DIAB
8 LEASING, INC. (“Defendants”); (2) approving the form and method for providing class-wide
9 notice; (3) directing that notice of the proposed settlement be given to the class; and (4) scheduling
10 a final approval hearing date to consider Plaintiff’s motion for final approval of the settlement and
11 entry of the Judgment, and Plaintiff’s motion for approval of attorneys’ fees and litigation expenses.
12 Attached hereto as Exhibit #1 is a copy of the fully executed Stipulation of Settlement of Action
13 Claims and Release of Claims (“Agreement”) along with exhibits thereto. This Declaration
14 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
15 the same meaning as set forth in the Agreement.

16 **Fairness of Settlement**

17 3. As consideration for this Settlement, the total amount to be paid by Defendants is
18 One Million Seven Hundred Thousand Dollars (\$1,700,000) (the “Gross Settlement Amount”). The
19 Gross Settlement amount will settle all issues pending in this litigation between the Plaintiff and
20 the Class, on the one hand, and the Defendants, on the other hand, including: payment of all
21 Individual Settlement Payments to Settlement Class Members, the Service Award, Attorneys’ Fees
22 and Attorney’s Expenses, the payment to the California Labor Workforce Development Agency
23 and PAGA Class Members, and the expenses of the Settlement Administrator. The Gross Settlement
24 Amount does not include Defendants’ share of employer payroll taxes. The Settlement is all-in
25 with no reversion to Defendants and no need to submit a claim form.

26 4. The relief provided in the Settlement will benefit all Class Members who do not opt
27 out. The Settlement does not improperly grant preferential treatment to the Plaintiff or segments of
28 the Class in any way. Each Class Member will be entitled to a cash payment based on the plan of

1 allocation described herein. Each Settlement Class Member's Individual Settlement Payment will
2 be determined based upon the weeks worked by that employee during the prescribed Class Period.

3 5. The Parties scheduled a private mediation to take place before Tripper Ortman, Esq.,
4 a respected and experienced mediator of wage and hour class and PAGA actions. In preparation
5 for the mediation, Defendants provided Class Counsel with necessary records and information for
6 the members of the Class. Defendants produced a sample consisting of pay records and time
7 records. Defendants also produced Defendants' relevant employment policies, including
8 compensation policies and timekeeping policies. Plaintiff analyzed the data with the help of an
9 expert, Berger Consulting Group ("BCG") and prepared and submitted a mediation brief to
10 Mediator Ortman. On August 29, 2022, the Parties participated in a full-day mediation before
11 Mediator Ortman. The mediation concluded without a settlement. The Parties subsequently engaged
12 in formal discovery while simultaneously continuing settlement negotiations with the assistance of
13 Mr. Ortman and Judge Mitchell Goldberg, a retired bankruptcy court judge, who was retained to
14 evaluate and opine on Defendants' financial condition and ability to pay. Ultimately, the Parties
15 accepted a settlement proposal made by Mr. Ortman and Judge Goldberg jointly. The Parties
16 documented the agreement in the form of a Settlement Agreement, which was signed by the Parties
17 and is now presented to this Court for preliminary approval. Plaintiff and Class Counsel believe
18 that this Settlement is fair, reasonable, and adequate.

19 6. Defendants' total exposure for the alleged violations at the time this Settlement was
20 negotiated was calculated by BCG, Plaintiff's damage expert. Plaintiff used BCG to analyze the
21 data and determine the potential damages for the employees. For the Class, Plaintiff estimates that
22 Defendants were subject to maximum liability for damages in the amount of \$4,276,782 consisting
23 of \$250,702 for unpaid wages, \$641,315 for rest periods, \$641,315 for meal periods, and \$110,030
24 for unreimbursed expenses. In addition, Plaintiff's expert calculated \$1,795,470 in waiting time
25 penalties and \$837,950 for wage statement penalties.¹ Finally, Plaintiff's expert calculated that

26
27 ¹ While Plaintiff alleged claims for statutory penalties, he recognizes that this claim is subject to various defenses
28 asserted by Defendants. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also
subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed
given Defendants' position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda
Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment

1 Defendants could be liable for PAGA penalties in an amount of \$3,006,500.² Consequently, the
2 Settlement of \$1,700,000 represents approximately 39.7% of the maximum estimated *damages*, and
3 23.3% of the maximum combination of damages and penalties to the Class, assuming all of these
4 amounts could be proved at trial. Given the amount of the Settlement as compared to the potential
5 value of claims in this case, the Settlement is fair and reasonable. Clearly, the goal of this litigation
6 – to provide compensation to Class Members for unpaid time and for allegedly missed meal and
7 rest breaks – has been met.

8 **Procedural History of the Litigation**

9 7. On May 25, 2021, Plaintiff filed a Notice of Violations with the LWDA and served
10 the same on Defendants. On July 30, 2021, Plaintiff filed the class action complaint in this Court,
11 asserting claims for: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay
12 overtime wages; (4) failure to provide required meal breaks; (5) failure to provide required rest
13 breaks; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees
14 for required expenses; (8) failure to provide wages when due; and (9) violation of the Private
15 Attorneys General Act.

16 8. Plaintiff seeks to represent a putative class of all non-exempt employees who are or
17 previously were employed by Defendants during the period of July 30, 2017, up to and including
18 December 2, 2022 (the “Class Members”). The Complaint generally alleges the causes of action
19 listed above. The Action seeks unpaid wages, statutory and PAGA penalties, attorneys’ fees, and
20 litigation costs³.

21
22
23 on claim for failure to provide accurate itemized wage statements “because a good faith dispute exists... [therefore,
defendant] was not ‘knowing and intentional’ in failing to provide [Section 226] statements”).)

24 ² Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendants, including that
Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice.
(*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) (“Until the employer has been notified that it is
25 violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer
cannot be presumed to be aware that its continuing underpayment of employees is a “violation” subject to penalties.”).)
26 In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App.
5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the
27 maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying with the law. (*Id.* at
517.)

28 ³ Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the
final approval papers.

1 9. Prior to mediation, the Parties engaged in investigation and the exchange of
2 documents and information in connection with the Action. As part of this process, Defendants
3 provided a significant sample of time records and payroll records, as well as other documents and
4 information, to Class Counsel to review and analyze. On August 29, 2022, the Parties participated
5 in an all-day mediation presided over by Tripper Ortman, Esq., a mediator of wage and hour class
6 actions. The mediation concluded without a settlement. The Parties subsequently engaged in formal
7 discovery while simultaneously continuing settlement negotiations with the assistance of Mr.
8 Ortman and Judge Mitchell Goldberg, a retired bankruptcy court judge, who was retained to
9 evaluate and opine on Defendants' financial condition and ability to pay. Ultimately, the Parties
10 accepted a settlement proposal made by Mr. Ortman and Judge Goldberg jointly. The Parties
11 documented the agreement in the form of a Settlement Agreement, which was signed by the Parties
12 and is now presented to this Court for preliminary approval.

13 10. Accordingly, for purposes of this Settlement, the "Class" is defined as **"all**
14 **individuals who are or previously were employed by Defendants in California and classified**
15 **as a non-exempt employee at any time during the Class Period"** (Agreement at ¶ I(G).) The
16 Class Period is the period of time from **July 30, 2017, up to and including December 2, 2022.**
17 (*See* Agreement at ¶ I(H).)

18 11. Although a resolution has been reached, Defendants deny that they have violated
19 any applicable law, committed any wrong against Plaintiff or any other current or former employee,
20 or that they have otherwise damaged Plaintiff or any other current or former employee in any way.
21 Further, Defendants contend that class certification would be inappropriate for any reason other
22 than for settlement. Plaintiff contends that Defendants violated California wage and hour laws.
23 Plaintiff further contends that the Action is appropriate for class certification on the basis that the
24 Plaintiff's claims meet the requisites for class certification. Without admitting that class certification
25 is proper, Defendants have stipulated that the above Class may be certified for settlement purposes
26 only. The Parties agree that certification for settlement purposes is not an admission that class
27 certification would be proper if the class certification issues were litigated. Further, the Agreement
28 is not admissible in this or any other proceeding as evidence that the Class could be certified absent

1 a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
2 requisites for establishing class certification with respect to the Class, as defined above, are
3 satisfied.

4 12. Class Counsel has conducted a thorough investigation into the facts of the action.
5 Class Counsel has diligently evaluated the Class Members' claims against Defendants. Prior to the
6 mediation, counsel for Defendants provided Class Counsel with access to the necessary data and
7 information to evaluate the claims by the Class. Class Counsel reviewed the production of
8 documents from the Defendants and conducted an extensive review of a significant sample of time
9 records and data with the assistance of an expert (Berger Consulting Group ("BCG")). Based on the
10 foregoing and their own independent investigation, evaluation and experience, Class Counsel
11 believe that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class
12 in light of all known facts and circumstances, including the risk of significant delay, defenses
13 asserted by Defendants, and potential appellate issues.

14 **Settlement Terms and Plan of Allocation**

15 13. The Maximum Settlement Amount to be paid by Defendants is One Million Seven
16 Hundred Thousand Dollars (\$1,700,000). Under the Settlement, the Maximum Settlement Amount
17 consists of the following elements: (1) the Individual Settlement Payments to Class Members, (2)
18 the Attorneys' Fees and Attorneys' Expenses, (3) Administration Costs, (4) the PAGA Settlement,
19 and (5) the Service Award to the Plaintiff. The Maximum Settlement Amount does not include
20 Defendants' share of employer payroll taxes, which Defendants shall pay to the Administrator
21 separately. The Maximum Settlement Amount shall be all-in with no reversion to Defendants.

22 14. After Final Approval and the Judgment becomes final (the "Effective Date," as
23 defined in the Agreement), Defendants will fund the Maximum Settlement Amount in thirty-three
24 (33) equal Settlement Installment Payments in the amount of \$51,515.15 each, with the first
25 installment to be made fifteen (15) calendar days after Final Approval, and each subsequent
26 installment every thirty (30) calendar days thereafter until completion. No later than fifteen (15)
27 days after Defendants fund the Maximum Settlement Amount in an amount sufficient to support
28 the Individual Settlement Payments and Aggrieved Employees Payments, the Settlement

1 Administrator will pay: the Settlement Class Members their Individual Settlement Payments and
2 the PAGA Class Members their PAGA Class Member Payments. Thereafter, no later than five (5)
3 days after Defendants fund the balance of the Maximum Settlement Amount in full, the Settlement
4 Administrator will pay: Class Counsel their Attorneys' Fees and Attorneys' Expenses; the LWDA
5 its share of the PAGA Settlement; and the Settlement Administrator its Administration Costs, all in
6 the amounts approved by the Court.

7 15. The Net Settlement Amount shall equal the net amount available for Individual
8 Settlement Payments to Settlement Class Members from the Maximum Settlement Amount after
9 deducting the Court-approved amounts for the Service Award, the Attorneys' Fees and Attorneys'
10 Expenses, the PAGA Settlement, and the Administration Costs. The Settlement Administrator will
11 pay an Individual Settlement Payment from the Net Settlement Amount to each Settlement Class
12 Member. The submission of a claim form is not required for the Settlement Class Member to be
13 paid his or her Individual Settlement Payment. The Individual Settlement Payment for each
14 Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total
15 number of workweeks worked by all Settlement Class Members during the Class Period and then
16 multiplying that amount (the "Payment Ratio") by the total number of workweeks worked by each
17 Settlement Class Member during the Class Period.

18 16. The entire Net Settlement Fund shall be distributed. (*See* Agreement at ¶ III(L).)

19 17. Class Members will have forty-five (45) days after the mailing of the Notice Packet
20 to exclude themselves or submit written objections by following the directions in the Notice Packet.
21 (Agreement at ¶ III(K)(7-8).) Class Members may choose to opt-out of the Settlement by following
22 the directions in the Notice Packet. (Agreement at ¶ III(K)(7).) All Class Members who do not
23 "opt out" will be deemed Settlement Class Members and will be bound by the Settlement. The
24 Notice will advise the Class Members of their right to object to the Settlement (Agreement at ¶
25 III(K)(8).)

26 18. If a check is returned to the Settlement Administrator, the Settlement Administrator
27 will make all reasonable efforts to obtain a correct address for the Settlement Class Member and re-
28 mail the check to the Settlement Class Member at his or her correct address. If a Settlement Class

1 Member's Individual Settlement Payment check is not cashed within 180 days after the Settlement
2 Administrator's last mailing to the Settlement Class Member, the funds from such uncashed check
3 will be transmitted to the Bet Tzedek pursuant to California Code of Civil Procedure section 386.
4 (Agreement at ¶ III(L)(9).)

5 19. The Parties have agreed to use ILYM Group as the Settlement Administrator.
6 Payment of the expenses of the Settlement Administrator from the Maximum Settlement Amount
7 shall be made for the expenses of effectuating and administering the Settlement. The Settlement
8 Administrator shall receive payment for services estimated at \$25,000. (Agreement at ¶ III(L)(13).)

9 20. Subject to Court approval, the Agreement provides for Attorneys' Fees not to exceed
10 1/3 of the Maximum Settlement Amount and Attorneys' Expenses in an amount not to exceed
11 \$25,000. (Agreement at ¶ III(L)(11).) Class Counsel will also be allowed to apply separately for
12 an award of litigation expenses incurred in the prosecution and settlement of the Action (currently
13 not exceeding \$25,000). (*Id.*) In support of this request, Class Counsel will provide evidentiary
14 support, including lodestar method calculations. Subject to Court approval, the Agreement provides
15 for payment of a Service Award of no more than \$10,000 for Plaintiff or such lesser amount as may
16 be approved by the Court at Final Approval.⁴ (Agreement at ¶ III(L)(10).)

17 21. Subject to Court approval, \$80,000 will be paid for settlement of civil penalties under
18 PAGA, Labor Code Section 2698 *et seq.* Pursuant to the requirements of Labor Code §2699(i), the
19 PAGA Settlement shall be allocated \$60,000.00 (75%) to the LWDA (the "LWDA Payment") as
20 the LWDA's share of the settlement of civil penalties and \$20,000.00 (25%) for distribution as
21 PAGA Class Member Payments to the PAGA Class Members. (Agreement at ¶ III(L)(12).)

22 **Risks of Continued Litigation and Standards for Approval**

23 22. Plaintiff and Class Counsel recognize the expense and time involved in continuing
24 to litigate and ultimately trying the Action against Defendants through possible appeals which could
25 take several years. Class Counsel have also taken into account the uncertain outcome and risk of
26

27 ⁴ Plaintiff will address the reasonableness of this award when filing his final approval papers,
28 including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App.
4th 1251 (2015) and *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

1 litigation, especially in complex actions such as the one here. Class Counsel are also mindful of,
2 and recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted
3 in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
4 Settlement set forth in the Agreement is in the best interest of the Class Members.

5 23. Here, a number of defenses asserted by Defendants presented serious threats to the
6 claims of the Plaintiff and the other Class Members. For instance, Defendants asserted that the
7 employment practices complied with all applicable Labor Laws.

8 24. Specifically, Defendants argued that the Supreme Court decision in *Brinker v.*
9 *Superior Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiff's claims, on liability,
10 value, and class certifiability as to the meal and rest period claims. A major component of the
11 damages alleged to have been suffered by the Class Members are attributed to missed meal and rest
12 breaks. Before and during the mediation, Defendants aggressively argued that Defendants' policies
13 and culture afforded the Class Members an opportunity to take timely meal and rest breaks, and that
14 employees like the Plaintiff *chose* not to take compliant breaks. Defendants argued, therefore, that
15 under the *Brinker* decision they have no liability for the missed breaks whatsoever. Defendants
16 argued that they adopted and strictly enforced lawful policies, and afforded Plaintiff and the Class
17 Members compliant meal and rest breaks. If successful, these defenses could eliminate or
18 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses, and
19 others, could be overcome, Defendants maintain these defenses have merit and therefore present a
20 serious risk to recovery for the Class.

21 25. There was also a significant risk that, if the Action was not settled, Plaintiff would
22 be unable to obtain class certification and thereby not recover on behalf of any employee other than
23 themselves. Defendants argued that the individual experience of each employee varied with respect
24 to the alleged claims. While other cases have approved class certification of wage and hour claims,
25 class certification in this action would have been hotly disputed and was by no means a foregone
26 conclusion. Finally, even if class certification was successful, as demonstrated by the California
27 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
28 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

1 26. This settlement is therefore certainly entitled to preliminary approval. Were this
2 case to go to trial, the class representatives and other Class Members would need to prove to the
3 satisfaction of the Court, among other things, that wages and other damages were owed on a class-
4 wide basis. This was and is a substantial risk.

5 27. Plaintiff will apply to the Court for a Service Award in consideration for his service,
6 and for the risks undertaken on behalf of the Class. (Agreement at ¶ III(L)(10).) Plaintiff performed
7 her duties admirably by working with Class Counsel. At this stage, the requested Plaintiff's service
8 payment is well within the accepted range of awards for purposes of preliminary approval. *See e.g.*
9 *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding
10 \$12,500 where average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*,
11 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class
12 member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp*, 2007 U.S. Dist. LEXIS 14740,
13 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were
14 as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal.
15 Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action);
16 *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. 2007) (awarding \$25,000 service
17 award in overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*
18 *v. UBS Financial Services, Inc.*, service awards are routinely awarded to class representatives to
19 compensate the employees for the time and effort expended on the case, for the risk of litigation,
20 for the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate
21 the statutory rights of all employees. 2007 WL 221862 at *16-17.

22 28. The stage of the proceedings at which this Settlement was reached also militates in
23 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
24 conducted a thorough investigation into the facts of the class action. Class Counsel began
25 investigating the Class Members' claims before this action was filed. Prior to the mediation, Class
26 Counsel performed significant review and analysis of Defendants' documents, time records and pay
27 records. Class Counsel engaged in a thorough research and analysis of the relevant claims and data.
28 Class Counsel are also experienced with the claims at issue here, as Class Counsel previously

1 litigated and settled similar claims in numerous other actions. Accordingly, the Settlement did not
2 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
3 the likelihood of success on the merits and results that could be obtained through further litigation.

4 29. Based on the foregoing data and their own independent investigation and evaluation,
5 Class Counsel is of the opinion that the settlement with Defendants for the terms set forth in the
6 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
7 known facts and circumstances, including the risk of significant delay, defenses asserted by
8 Defendants, and numerous potential appellate issues. There can be no doubt that Counsel for both
9 Parties possessed sufficient information to make an informed judgment regarding the likelihood of
10 success on the merits and the results that could be obtained through further litigation.

11 **Class Certification Issues**

12 30. Plaintiff contends that the proposed Settlement meets all the requirements for class
13 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
14 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
15 should conditionally certify the Class for settlement purposes only, defined as follows:

16 The California Class:

17 **“all individuals who are or previously were employed by Defendants in California and**
18 **classified as a non-exempt employee at any time during the Class Period.” (Agreement**
at ¶ I(G).)

19 The Class Period is the period of time from **July 30, 2017, up to and including December 2, 2022.**
20 (Agreement at ¶I(H).) There are 1,150 Class Members who collectively worked 56,669 workweeks
21 during the Class Period.

22 a. **Numerosity** – Here, the approximately 1,150 current and former non-exempt
23 employees that comprise the Class can be identified based on Defendants’
24 records and are sufficiently numerous for class certification.

25 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
26 of law and fact are present, and specifically the common questions of whether
27 Defendants’ employment practices were lawful, whether Defendants failed to
28 provide meal and rest periods, whether Defendants failed to timely furnish
accurate, itemized, and legal wage statements, whether Defendants subjected

1 Class Members to unfair business practices, and whether the Class is entitled to
2 compensation and related penalties.

3 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
4 is fully satisfied. The Plaintiff, like every other member of the Class was
5 employed by Defendants and is a member of the Class. Plaintiff was subject to
6 the same employment practices concerning the meal and rest periods and
7 received similar wage statements. Thus, the claims of the Plaintiff and the Class
8 Members arise from the same course of conduct by the Defendants, involve the
9 same employment policies, and are based on the same legal theories.

10 d. **Adequacy** – Plaintiff contends that the Class Members are adequately
11 represented here because Plaintiff and representing counsel (a) do not have any
12 conflicts of interest with other class members, and (b) will prosecute the case
13 vigorously on behalf of the class (*See Hanlon* 150 F.3d at 1020). These
14 requirements are met here. First, Plaintiff is well aware of his duties as the
15 representative of the Class and has actively participated in the prosecution of this
16 case to date. He effectively communicated with counsel, provided documents to
17 counsel and participated in discovery, investigation and negotiations in the
18 Action. Second, Plaintiff retained competent counsel who are experienced in
19 employment class actions. Third, there is no antagonism between the interests
20 of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members
21 seek monetary relief under the same set of facts and legal theories.

22 31. Class Counsel are experienced in prosecuting class action lawsuits and can
23 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class
24 litigation experience, handling a number of class action and complex commercial cases and have
25 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
26 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
27 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as
28 class counsel in over two hundred class action matters, including many wage and hour class actions.

1 Class Counsel has been found to be adequate counsel by the courts throughout California. A true
2 and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as Exhibit
3 #2 and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have been
4 approved as experienced class counsel in both state and federal courts in California in contested
5 class certification proceedings. Thus, the adequacy requirement is satisfied.

6 32. The Notice Packet, drafted jointly and agreed upon by the Parties through their
7 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
8 A to the Agreement.) The Notice Packet will state that the Class Members shall have forty-five (45)
9 days from the date that the Notice Packet is mailed to them to request exclusion or to submit an
10 objection. The Class Members will be given an opportunity to object to the terms of the Agreement
11 and/or the request for attorneys' fees and costs and to participate at the final approval hearing, in
12 accordance with the instructions set forth in the Notice Packet. Class Members will be instructed to
13 only contact the Settlement Administrator and/or Class Counsel and not the Court. Class Members
14 who do not opt out will automatically receive an Individual Settlement Payment. This notice
15 program was designed to meaningfully reach the Class Members and advises them of all pertinent
16 information concerning the Settlement. The mailing and distribution of the Notice Packet satisfies
17 the requirements of due process, is the best notice practicable under the circumstances, and
18 constitutes due and sufficient notice to all persons entitled thereto. The Notice Packet provides
19 information on the terms and provisions of the Settlement; the benefits that the Settlement provides
20 for Class Members; the date, time, and place of the final settlement approval hearing; and the
21 procedure and deadline for submitting comments, objections, and requests for exclusion. The Notice
22 Packet complies with Rules of Court 3.766 and 3.769(f).

23 **Additional Issues**

24 33. **Average Class Member Payment** – Should the Court approve the above
25 distributions, the Net Settlement Amount is estimated to be \$993,333.34, which means that the
26 average payment to a Class Members is approximately \$863.76.

27 34. **National Change of Address** – The Settlement Administrator is required to perform
28 a National Change of Address upon receipt of the Class Data. Any Notice Packet returned by the

1 U.S. Postal Service as non-deliverable will be re-mailed to the Class Member’s forwarding address
2 under paragraph III(K)(4) of the Class Action Settlement Agreement.

3 35. **Information Received** – In this case, Plaintiff received all of the information needed
4 to evaluate the claims being settled. The following is a summary of the relevant documents
5 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 6 a. Sample data showing the employees, their employment dates, their time sheets,
7 hourly rates, and their wages.
- 8 b. Sample data showing time records including punch-in and punch-out times.
- 9 c. Sample data showing pay records.
- 10 d. Sample data concerning recorded meal periods.
- 11 e. Defendants’ Employee Handbook for the relevant time period, which outlined
12 the wage and hour policies of Defendants.
- 13 f. Employee file of Plaintiff.
- 14 g. Samples of wage statements provided by Defendants to employees.
- 15 h. Sample payroll data.

16 36. **Valuation of Damages** – For the Class, Plaintiff estimates that Defendants were
17 subject to maximum liability for damages in the amount of \$4,276,782 consisting of \$250,702 for
18 unpaid wages, \$641,315 for rest periods, \$641,315 for meal periods, and \$110,030 for unreimbursed
19 expenses. In addition, Plaintiff’s expert calculated \$1,795,470 in waiting time penalties and
20 \$837,950 for wage statement penalties.⁵ Finally, Plaintiff’s expert calculated that Defendants could
21 be liable for PAGA penalties in an amount of \$3,006,500.⁶ Consequently, the Settlement of

22 ⁵ While Plaintiff alleged claims for statutory penalties, he recognizes that this claim is subject to various defenses
23 asserted by Defendants. Plaintiff’s claims pursuant to Labor Code Section 226 and various PAGA penalties are also
24 subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed
25 given Defendants’ position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda*
Holdings, Inc., 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant’s motion for summary judgment
26 on claim for failure to provide accurate itemized wage statements “because a good faith dispute exists... [therefore,
27 defendant] was not ‘knowing and intentional’ in failing to provide [Section 226] statements”).)

26 ⁶ Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendants, including that
27 Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice.
28 (*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) (“Until the employer has been notified that it is
violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer
cannot be presumed to be aware that its continuing underpayment of employees is a “violation” subject to penalties.”).)
In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App.
5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the

1 \$1,700,000 represents approximately 39.7% of the maximum estimated *damages*, and 23.3% of the
2 maximum combination of damages and penalties to the Class, assuming all of these amounts could
3 be proved at trial.

4 **a. Minimum and Overtime Wages** – The allegation of unpaid wages in this
5 case, including minimum and overtime wages, is based on a theory that
6 Plaintiffs were not compensated for time spent working during what was
7 supposed to be their off-duty meal periods. According to the data received,
8 the potential damages were estimated to be \$250,702.

9 **b. Meal and Rest Period Damages** – Meal and rest break premiums were
10 calculated as 1 hour of wages for each violation. Plaintiff calculated the
11 potential maximum value of the meal and rest break damages to be
12 \$1,282,630. The allegation of unpaid meal break and rest break premiums
13 in this case is based on a theory that Class Members were unable to take a
14 compliant break on a consistent basis. Defendants presented significant
15 defenses to this claim, as discussed in detail above.

16 **c. Mandatory Business Expenses** – The allegation of unreimbursed business
17 expenses is based on a theory that Plaintiffs were required incur out-of-
18 pocket costs for the maintenance of their uniforms. Accordingly, the
19 damages were estimated to be \$110,030 dollars.

20 **d. Waiting Time and Wage Statement Penalties** – Plaintiff alleged that
21 Defendant’s labor code violations resulted in derivative liability for wage
22 statement violations and waiting time penalties. Plaintiff’s expert calculated
23 \$1,795,470 in waiting time penalties and \$837,950 for wage statement
24 penalties. Because the instant case relies largely on meal break and rest break
25 violations, Section 203 and 226 penalties were far from guaranteed.
26 Additionally, pursuant to the recent ruling in *Naranjo v. Spectrum Security*
27

28 maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying with the law. (*Id.* at 517.)

1 *Services, Inc.* (2023) 88 Cal.App.5th 927, Defendant argued Plaintiff could
2 not prove the “willful” prong needed to obtain waiting time penalties or that
3 Class Members suffered “an injury” because of wage statement violations,
4 as required by the Labor Code.

5 **e. PAGA Penalties** PAGA penalty calculations are highly variable. Class
6 Counsel is unaware of any PAGA judgment in which substantial PAGA
7 penalties were awarded at the full statutory rate, rather, the PAGA judgments
8 have typically decreased the amount of the per violation penalty to a fraction
9 of the statutory amount. Without reducing or mitigating the PAGA penalties,
10 Plaintiff calculated that the potential PAGA penalties at the maximum rate
11 of \$3,006,500. Though these PAGA penalty amounts were duplicative and
12 were likely not awardable at the maximum rate, there is an additional basis
13 for concluding that the settlement in this case is reasonable even with PAGA
14 penalties in this amount. Specifically, PAGA penalties are not seriously
15 valued by employers for purposes of settlement. This is true because PAGA
16 penalty claims are routinely settled at a small fraction of the potential
17 penalties. For example, Judge Nelson in Price v. Uber Technologies, (Los
18 Angeles Superior Court case no. BC554512), recently approved a PAGA
19 settlement of \$7.75 million for 1.5 million drivers where the maximum
20 PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for
21 0.005% of the PAGA liability. Notably, this was the largest PAGA
22 settlement in the 15-year history of PAGA. So, while PAGA penalty figures
23 may be inflated to significant numbers, realistic settlements of PAGA claims
24 result in a settlement amount of less than 1% of the PAGA liability.

25 **f. Notice to LWDA.** On April 13, 2023 at the time this motion was submitted
26 for filing, I submitted a copy of the fully executed settlement agreement to
27 the LWDA through their online filing system and received an email
28 confirming the submission of the proposed settlement. (See Exhibit 3.)

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I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed this 13th day of April 2023, at San Diego, California.

By:  _____

Shani O. Zakay

EXHIBIT 1

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

DAVID EZELL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

DIAB LEASING, INC., a California
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No. 34-2021-00305329

[Action Filed: July 30, 2021]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION CLAIMS AND
RELEASE OF CLAIMS**

Judge: Honorable Lauri A. Damrell
Dept.: 28

STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between plaintiff DAVID EZELL (hereinafter “Plaintiff”), individually and on behalf of the putative class and the State of California as a private attorney general, and Defendants DIAB LEASING, INC. and FAROUK DIAB (hereinafter, collectively “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *David Ezell v. Diab Leasing, Inc., et al.*, Sacramento County Superior Court Case No. 34-2021-00305329, filed July 30, 2021 (hereinafter “the Action”).
- B. “Aggrieved Employees” shall mean each of the Class Members who was employed by Defendants at any time during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and Release of Claims.
- D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC.
- E. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Maximum Settlement Amount currently estimated to be Five Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars And Sixty-Six Cents (\$566,666.66) plus costs and expenses in the amount of \$25,000. Class Counsel’s award for attorneys’ fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC). A reduction of the Class Counsel Award shall not be grounds to nullify this Agreement.
- F. “Class Data” means information regarding Class Members that Diab Leasing, Inc. will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall

1 include: each Class Member's full name; last known address; Social Security
2 Number; and start dates and end dates (if applicable) of employment.

3 G. "Class Members" or the "Class" means all individuals who are or previously were
4 employed by Defendants in California and classified as a non-exempt employee at
5 any time during the Class Period.

6 H. "Class Period" means the period from July 30, 2017, up to and including December
7 2, 2022.

8 I. "Class Representative's Payment" means the amount that the Court authorizes to be
9 paid to the Class Representative, in addition to his Individual Settlement Payment and
10 his pro-rata share of the PAGA Payment, in recognition of his efforts and risks in
11 assisting with the prosecution of the Action and in exchange for executing a general
12 release of all known and unknown claims he may have against Defendants and
13 Released Parties, based on his employment with any one or more of the Released
14 Parties. The Class Representative will be issued an IRS Form 1099 and its state and
15 local equivalents for any service payment amount received under the settlement.
16 Should the Class Representative's Payment not be approved or reduced by the Court,
17 any amount not approved and/or reduced by the Court will be returned to the Net
18 Settlement Amount pursuant to the remaining terms herein. A reduction of the Class
19 Representative's Payment shall not be grounds to nullify this Agreement.

20 J. "Class Representative" shall mean plaintiff DAVID EZELL.

21 K. "Court" shall mean the Superior Court for the State of California, County of
22 Sacramento currently presiding over the Action.

23 L. "Effective Date" shall mean the earliest date, following entry by the Court of an order
24 and judgment finally approving this Settlement, upon which one of the following have
25 occurred: (i) if no objection is filed to the settlement and no objector appears at the
26 hearing on final approval, the date of the Court's entry of the order granting final
27 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
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1 hearing on final approval, then the earlier of the following: (a) the expiration of all
2 potential appeal periods without a filing of a notice of appeal of the final approval
3 order or judgment; (b) final affirmance of the final approval order and judgment by
4 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
5 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
6 the final approval order and judgment is no longer subject to further judicial review.

7 M. "Funding Date" shall mean the date that the Maximum Settlement Amount is fully
8 funded by Defendants into the QSF in accordance with the terms of this Agreement,
9 and which shall be in accordance with Paragraph III(M) below.

10 N. "Individual Settlement Payment" shall mean the amount payable from the Net
11 Settlement Amount to each Settlement Class Member and excludes any amounts
12 distributed to Aggrieved Employees pursuant to PAGA.

13 O. "LWDA" shall mean the Labor and Workforce Development Agency.

14 P. "Maximum Settlement Amount" shall mean One Million Seven Hundred Thousand
15 Dollars and Zero Cents (\$1,700,000.00) that Defendants must pay into the QSF,
16 inclusive of the sum of the Individual Settlement Payments, the Class
17 Representative's Payment, the Class Counsel Award, PAGA Payment and the
18 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
19 if any, triggered by any payment under this Settlement.

20 Q. "Net Settlement Amount" or "NSA" shall mean the Maximum Settlement Amount,
21 less Class Counsel Award, Class Representative's Payment, PAGA Payment, and
22 Settlement Administration Costs.

23 R. "Notice Packet" shall mean the Class Notice to be provided to the Class Members by
24 the Settlement Administrator in the form set forth as Exhibit A to this Agreement
25 (other than formatting changes to facilitate printing by the Settlement Administrator).

26 S. "PAGA" shall mean the California Labor Code Private Attorneys General Act of
27 2004, Labor Code § 2698 *et seq.*

- 1 T. "PAGA Pay Periods" shall mean, for purposes of calculating the distribution of the
2 Aggrieved Employee Payment, the number of pay periods of employment during the
3 PAGA Period that each Aggrieved Employee worked in California.
- 4 U. "PAGA Payment Ratio" shall mean the respective number of pay periods during the
5 PAGA Period for each Aggrieved Employee divided by the sum total of the pay
6 periods for all Aggrieved Employees during the PAGA Period.
- 7 V. "PAGA Period" shall mean the period between May 25, 2020, and continuing through
8 up to and including December 2, 2022.
- 9 W. "PAGA Payment" shall mean Eighty Thousand Dollars and Zero Cents (\$80,000.00)
10 to be allocated from the Maximum Settlement Amount.
- 11 X. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
12 Plaintiff or Defendants, individually.
- 13 Y. "Payment Ratio" shall mean the respective number of Workweeks for each Class
14 Member divided by the sum total Workweeks for all Class Members.
- 15 Z. "Plaintiff" shall mean DAVID EZELL.
- 16 AA. "QSF" shall mean the qualified settlement fund established, designated, and
17 maintained by the Settlement Administrator to fund the Maximum Settlement
18 Amount. The QSF shall be established in federally insured bank accounts (i.e., FDIC).
- 19 BB. "Released Class Claims" shall mean all claims that were alleged, or reasonably could
20 have been alleged, based on the facts alleged in the complaint, including, but not
21 limited to claims arising under Labor Code sections 200, 201, 201.5, 202, 203, 204,
22 205.5, 206.5, 226, et seq., 226.2, 226.7, 246, 510, et seq., 512, 515, 558, 1194, 1197,
23 1197.1, 1198, 2698, et seq., 2802, California Code of Civil Procedure sections 382,
24 395, 395.5, 410, 474, Business and Professions Code section 17200, et seq., 17203,
25 and the requirement for the Industrial Welfare Commission Wage Order, as well as
26 claims for failure to pay minimum wages in violation of Cal. Labor Code §§ 1194,
27 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code §§ 510,
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1 et seq.; failure to provide required meal periods in violation of Cal. Lab Code §§ 226.7
2 & 512 and the applicable IWC Wage Order; failure to provide required rest periods
3 in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
4 failure to provide accurate itemized statements in violation of Cal. Lab. Code §§ 226,
5 226.2; failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202,
6 and 203; failure to timely pay wages in violation of Cal. Lab. Code § 204; failure to
7 reimburse employees for required expenses in violation of Cal. Lab. Code § 2802;
8 and claims involving any alleged unfair competition in violation of Cal. Bus. & Prof.
9 Code § 17200, et seq. arising from the Labor Code violations released herein, that
10 occurred during the Class Period.

11 CC. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or
12 reasonably could have been alleged, based on the facts alleged in the complaint and
13 PAGA notice provided to the LWDA pursuant to Labor Code section 2699.3, subd.
14 (a), including but not limited to, claims arising under Labor Code sections 200, 201,
15 201.3, 201.5, 202, 203, 204, 205.5, 206.5, 210, 218.5, 218.6, 226, et seq., 226.2,
16 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174, 1174.5, 1194, 1197, 1197.1,
17 1197.14, 1198, 1199, 2695, et seq., 2698, et seq., 2699, 2699.3, 2699.5, 2802, 2804,
18 and the requirement for the Industrial Welfare Commission Wage Order, as well as
19 claims involving failure to pay minimum wages in violation of Cal. Labor Code §§
20 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code
21 §§ 510, et seq.; failure to provide required meal periods in violation of Cal. Lab Code
22 §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide required rest
23 periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage
24 Order; failure to provide accurate itemized statements in violation of Cal. Lab. Code
25 §§ 226, 226.2; failure to provide wages when due in violation of Cal. Lab. Code §§
26 201, 202, and 203; failure to reimburse employees for required expenses in violation
27 of Cal. Lab. Code § 2802, that occurred during the PAGA Period.

DD. “Released Parties” shall mean Defendants, DIAB AND ABED, INC.; FAROUK DIAB AND ZAHER ABED; DIAB AND ABU RAMADAN, INC.; FAROUK DIAB AND MIKE ABU RAMADAN; DIAB AND AHMAR, INC.; FAROUK DIAB AND FRAIDOOON AHMAR; DIAB AND ALTAIAN, INC.; FAROUK DIAB AND BASHAR ALTAIAN; DIAB AND ASPIRAS INC.; FAROUK DIAB AND NAWAL ASPIRAS; DIAB AND BAWAB, INC.; FAROUK DIAB AND TAREK BAWAB; DIAB AND DIAB, INC.; FAROUK DIAB; DIAB AND ILAIAN INC; FAROUK DIAB; DIAB AND SAFORI INC; FAROUK DIAB AND MAJIDA SAFORI; DIAB AND YASSIN INC; FAROUK DIAB AND BELAL YASSIN; DIAB AND SAMMAR, INC.; FAROUK DIAB; DIAB ENTERPRISES, INC; FAROUK DIAB; DIAB LEASING INC.; FAROUK DIAB; DIAB, YASSIN AND YASSIN INC.; FAROUK DIAB AND BELAL YASSIN AND ASHRAF YASSIN; F DIAB AND G ABED, INC.; FAROUK DIAB AND GHADAH ABED; F DIAB AND R DIAB INC; FAROUK DIAB AND RAID DIAB; F DIAB AND S DIAB INC.; FAROUK DIAB AND SALEH DIAB; DIAB 865 INC; FAROUK DIAB AND SALEH DIAB, and all of their respective current and former partners, parents, subsidiaries, franchisors, Galardi Group Franchise Corp., Galardi Group Franchise & Leasing, LLC, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

EE. “Response Deadline” shall mean the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

FF. “Settlement” means the disposition of the Action pursuant to this Agreement.

GG. “Settlement Administrator” shall mean ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. ***All accrued interest***

HH. “Settlement Class Members” or “Settlement Class” shall mean all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

II. “Workweeks” shall mean, for purposes of calculating the distribution of the Net Settlement Amount, the number of weeks of employment during the Class Period that each Class Member was employed by Defendants in California.

A. On May 25, 2021, Plaintiff submitted a notice of violations to the LWDA and Diab Leasing, Inc.

B. On July 30, 2021, Plaintiff filed the Action alleging causes of action for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to Pay Minimum Wages in Violation of California Labor Code sections 1194, 1197, and 1197.1;
3. Failure to Pay Overtime Wages in Violation of California Labor Code sections 510, *et seq*;
4. Failure to Provide Required Meal Periods in Violation of California Labor Code sections 226.7 & 512 and the applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of California Labor Code sections 226.7 & 512 and the applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code sections 226 and 226.2;
7. Failure to Reimburse for Required Expenses in Violation of California Labor Code section 2802;
8. Failure to Provide Wages When Due in Violation of California Labor Code sections 201, 202 and 203;

1 9. Violation of the Private Attorneys General Act [Labor Code section 2698]
2 ("PAGA").

3 C. The Class Representative believes he has meritorious claims based on alleged
4 violations of the California Labor Code, and the Industrial Welfare Commission
5 Wage Orders, and that class certification is appropriate because the prerequisites for
6 class certification can be satisfied in the Action, and this action is manageable as a
7 PAGA representative action.

8 D. Defendants deny any liability or wrongdoing of any kind associated with the claims
9 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
10 Representative are owed, and further contend that, for any purpose other than
11 settlement, the Action is not appropriate for class or representative action treatment.
12 Defendants contend, among other things, that at all times they complied with the
13 California Labor Code and the Industrial Welfare Commission Wage Orders.

14 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
15 an investigation into the facts relevant to the Action, including conducting an
16 independent investigation as to the allegations, reviewing documents and information
17 exchanged through informal discovery, and reviewing documents and information
18 provided by Defendants pursuant to informal requests for information to prepare for
19 mediation. Defendants produced for the purpose of settlement negotiations certain
20 employment data concerning the Settlement Class, which Class Counsel reviewed
21 and analyzed. Based on their own independent investigation and evaluation, Class
22 Counsel is of the opinion that the Settlement with Defendants is fair, reasonable, and
23 adequate, and is in the best interest of the Settlement Class in light of all known facts
24 and circumstances, including the risks of significant delay, defenses asserted by
25 Defendants, uncertainties regarding class certification, and numerous potential
26 appellate issues. Although they deny any liability, Defendants are agreeing to this

1 Settlement solely to avoid the inconveniences and cost of further litigation. The
2 Parties have agreed to settle the claims on the terms set forth in this Agreement.

3 F. On July 18, 2022, the Parties participated in mediation presided over by Tripper
4 Ortman, an experienced mediator of wage and hour class actions. The Parties and
5 Mediator Ortman subsequently requested the assistance of Judge Mitchell Goldberg
6 (Ret.), a retired Federal Bankruptcy Judge after Defendant raised an inability to pay
7 defense. As a part of the mediation, Judge Goldberg reviewed Defendant's financial
8 documents, evaluated Defendant's financial standing, and conferred with Mediator
9 Ortman. Subsequently, Mediator Ortman made a mediator's proposal based on Judge
10 Goldberg's evaluation. The Parties agreed to the mediator's proposal which was
11 subsequently memorialized in the form of a Memorandum of Understanding
12 ("MOU").

13 G. This Agreement replaces and supersedes the MOU and any other agreements,
14 understandings, or representations between the Parties. This Agreement represents a
15 compromise and settlement of highly disputed claims. Nothing in this Agreement is
16 intended or will be construed as an admission by Defendants or Released Parties that
17 the claims in the Action of Plaintiff or the Class Members have merit or that
18 Defendants bear any liability to Plaintiff or the Class on those claims or any other
19 claims, or as an admission by Plaintiff that Defendants' defenses in the Action have
20 merit.

21 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
22 Settlement was arrived at through arm's-length negotiations and with the assistance
23 of Mediator Ortman and Judge Goldberg, taking into account all relevant factors. The
24 Parties recognize the uncertainty, risk, expense and delay attendant to continuing the
25 Action through trial and any appeal. Accordingly, the Parties desire to fully, finally,
26 and forever settle, compromise and discharge all disputes and claims arising from or
27 relating to the Action. In addition, mediator Tripper Ortman, may, at the Parties'

discretion, execute a declaration supporting the settlement, and the Court may, in its discretion, contact Tripper Ortman to discuss the settlement, and whether the settlement is fair and reasonable.

I. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

J. Plaintiff represents and warrants that he is younger than 40 years old as of the date that he signs this Settlement Agreement.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the Maximum Settlement Amount of One Million Seven Hundred Thousand Dollars and Zero Cents (\$1,700,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Maximum Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes, Defendants shall not be required to pay more than the Maximum Settlement Amount, except as provided for hereinbelow. Defendants are jointly and severally liable for payment of the Maximum Settlement Amount.

2. Class Size. Defendants estimate the number of work weeks during the Class Period to be approximately 56,669. If the actual number of work weeks during the Class Period exceeds 56,669 by more than 10%, Defendants at their exclusive discretion shall either increase the Maximum Settlement Amount proportionately for any excess increase beyond 62,335 in the total number of work weeks during the Class

1 Period, or in the alternative, Defendants shall have the exclusive option to modify the
2 end date of the applicable Class Period to a date to avoid incurring the pro rata
3 increase. Under the second option, no additional payment is necessary. For example,
4 if the number of work weeks during the Class Period increases by 12%, the Maximum
5 Settlement Amount will increase by 2% (actual increase minus the 10% tolerated
6 increase).

7 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
9 on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, release and discharge
11 the Released Parties from the Released Class Claims for the Class Period.

12 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
13 consideration set forth in this Agreement, each of the Aggrieved Employees, the
14 Plaintiff, the LWDA and the State of California, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, release and discharge the Released Parties from the Released
17 PAGA Claims for the PAGA Period.

18 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
19 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
20 Released Parties from any and all claims, including but not limited to: Any and all
21 wage-and-hour claims arising under the laws of the State of California, including,
22 without limitation, statutory, constitutional, contractual, and/or common law claims
23 for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
24 liquidated damages, interest, and/or punitive damages (including, without limitation,
25 claims under any applicable Industrial Welfare Commission Wage Order, the
26 California Private Attorneys General Act, or any other provision of the California
27 Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the
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1 Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of
2 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee
3 Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
4 Adjustment and Retraining Notification Act, as amended; the California Unfair
5 Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair
6 Employment and Housing Act; any state, civil, or statutory laws, including any and all
7 human rights laws and laws against discrimination; any claims that could have been
8 alleged in the Lawsuit; and any other federal, state, or local statutes, codes, or
9 ordinances; any common law, contract law, or tort law cause of action; and any claims
10 for interest, attorneys' fees, and/or costs. This release does not extend to claims that
11 cannot be released as a matter of law, such as workers' compensation claims. Further,
12 in exchange for his Class Representative's Payment Plaintiff expressly waives the
13 protections of California Civil Code section 1542, and it is his intention in executing
14 this Agreement that the same shall be effective as a bar to each and every claim,
15 complaint, action, debts, promises, demand, cause of action, obligation, damage,
16 liability, charge, attorneys' fees and costs herein above released. Plaintiff also waives
17 and relinquishes any and all claims, rights or benefits, if any, arising under California
18 Civil Code § 1542, which provides as follows:

19 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
20 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
21 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
22 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
23 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
24 ***OR RELEASED PARTY.***

25 Thus, notwithstanding the provisions of section 1542, and to implement a full and
26 complete release and discharge of the Released Parties, Plaintiff expressly
27 acknowledges this Settlement Agreement is intended to include in its effect, without
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1 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
2 the time of signing this Settlement Agreement, and that this Settlement Agreement
3 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
4 has read this Settlement Agreement, including this waiver of California Civil Code
5 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
6 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
7 about the waiver of section 1542, and that Plaintiff understands this Settlement
8 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
9 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
10 discover facts different from or in addition to those Plaintiff now knows or believes to
11 be true regarding the matters released or described in this Settlement Agreement, and
12 even so Plaintiff agrees that the releases and agreements contained in this Settlement
13 Agreement shall remain effective in all respects notwithstanding any later discovery of
14 any different or additional facts. Plaintiff expressly assumes any and all risk of any
15 mistake in connection with the true facts involved in the matters, disputes, or
16 controversies released or described in this Settlement Agreement or with regard to any
17 facts now unknown to Plaintiff relating thereto.

18 1. Plaintiff expressly acknowledges Medicare's statutory right to recovery of
19 conditional payments for medical treatment and medical service rendered in
20 connection with any illness or injury suffered by Plaintiff in the course of Plaintiff's
21 employment with Defendants, and guarantees that Plaintiff is not a Medicare
22 Beneficiary, and there are no outstanding Medicare or Medicaid claims or rights of
23 recovery of conditional payments based on Plaintiff's application for, or receipt of,
24 Medicare or Medicaid benefits. This specifically includes benefits arising out of or in
25 any way connected with, directly or indirectly, the facts and/or allegations that form
26 the basis of the Action, the occurrences described herein, and any consequences
27 thereof. Additionally, Plaintiff warrants, represents, and guarantees that Plaintiff has
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1 no medical expenses arising out of or in any way connected with, directly or
2 indirectly, the facts and/or allegations that form the basis of the Action, the
3 occurrences described herein, and any consequences thereof, including any of
4 Plaintiff's released claims, nor does Plaintiff anticipate any medical expenses arising
5 out of or in any way connected with, directly or indirectly, the facts and/or allegations
6 that form the basis of the Action, the occurrences described herein, and any
7 consequences thereof, including any released claims. In the event Medicare asserts
8 such a claim or right of reimbursement now, or at any point in the future, all such
9 claims or rights of reimbursement shall be satisfied from among the proceeds of this
10 settlement, and no additional monies shall ever be requested from or paid by the
11 Released Parties. This settlement is based upon a good faith determination of the
12 Parties to resolve disputed claims. The Parties have not shifted responsibility of
13 medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties
14 resolved this matter in compliance with both state and federal law. The Parties made
15 every effort to adequately protect Medicare's interest and incorporate such into the
16 settlement terms. The Parties acknowledge and understand that any present or future
17 action or decision by the Centers for Medicare & Medicaid Services ("CMS") or
18 Medicare on this Agreement, or Plaintiff's eligibility or entitlement to Medicare or
19 Medicare payments, will not render this release void or ineffective, or in any way
20 affect the finality of this Agreement.

21 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
22 not preliminarily or finally approved by the Court, or is reversed, withdrawn or
23 modified by the Court, or in any way prevents or prohibits Defendants from obtaining
24 a complete resolution of the Released Class Claims and Released PAGA Claims, or if
25 Defendants fail to fully fund the Maximum Settlement Amount:

- 26 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
27 and shall not be admissible in any judicial, administrative or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. If Defendants fail to fully fund the Maximum Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Payment described and will be

1 solely responsible for any penalties or other obligations resulting from their personal tax
2 reporting of Individual Settlement Payments and/or Aggrieved Employees' individual
3 shares of the PAGA Payment. Plaintiff shall be solely and legally responsible for paying
4 any and all applicable taxes on these Class Representative's Payment and shall hold
5 Defendants harmless from any claim or liability for taxes, penalties or interest arising as a
6 result of the payment. Defendants made no representations as to the tax treatment or legal
7 effect of the payment called for herein, and Plaintiff is not relying on any statement or
8 representation by Defendants or Defendants' counsel in this regard. Neither Defendants,
9 nor its counsel shall have any liability for any tax implications related to the receipt of
10 settlement funds herein, including by the third-party settlement administrator; any and all
11 such liability and/or obligations shall be borne solely by the recipients of any funds to be
12 paid by Defendants herein. The Parties acknowledge neither Defendants nor Plaintiffs'
13 counsel have provided any tax-related advice whatsoever. The Settlement Administrator
14 shall have and use its own Employer Identification Number for purposes of calculating
15 payroll tax withholdings and providing reports to state and federal tax authorities.

16 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
17 the "acknowledging party" and each Party to this Agreement other than the
18 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
19 of this Agreement, and no written communication or disclosure between or among the
20 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
21 such communication or disclosure constitute or be construed or be relied upon as, tax
22 advice within the meaning of United States Treasury Department circular 230 (31 CFR
23 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
24 her or its own, independent legal and tax counsel for advice (including tax advice) in
25 connection with this Agreement, (b) has not entered into this Agreement based upon
26 the recommendation of any other Party or any attorney or advisor to any other Party,
27 and (c) is not entitled to rely upon any communication or disclosure by any attorney
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1 or adviser to any other party to avoid any tax penalty that may be imposed on the
2 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
3 any limitation that protects the confidentiality of any such attorney's or adviser's tax
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by
5 the acknowledging party of the tax treatment or tax structure of any transaction,
6 including any transaction contemplated by this Agreement.

7 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
8 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
9 which shall include this Settlement Agreement. Plaintiff will provide Defendants with
10 a draft of the Motion at least three (3) business days prior to the filing of the Motion
11 to give Defendants an opportunity to propose changes or additions to the Motion.

12 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
13 establishing and administering the QSF; calculating, processing and mailing payments
14 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
15 mailing the Notice Packets to the Class Members as directed by the Court; receiving
16 and reporting the objections and requests for exclusion; calculating, deducting and
17 remitting all legally required taxes from Individual Settlement Payments and
18 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
19 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
20 Payment; processing and mailing tax payments to the appropriate state and federal
21 taxing authorities; providing declaration(s) as necessary in support of preliminary
22 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
23 or the Court orders the Settlement Administrator to perform. The Settlement
24 Administrator shall keep the Parties timely apprised of the performance of all
25 Settlement Administrator responsibilities by among other things, sending a weekly
26 status report to the Parties' counsel stating the date of the mailing, the of number of
27 Requests for Exclusion from the Settlement it receives (including the numbers of valid
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and deficient), the full names of the Class Members who requested exclusion from the Settlement, and number of objections received.

K. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as Exhibit A. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees' in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Payment, the number of Workweeks worked by each Class Member

1 during the Class Period and PAGA Period, if any, and the estimated
2 amount of their Individual Settlement Payment if they do not request
3 to be excluded from the Settlement and each Aggrieved Employee's
4 share of the PAGA Payment, if any. The Settlement Administrator
5 shall use the Class Data to determine Class Members' Workweeks and
6 PAGA Workweeks. The Notice will also advise the Aggrieved
7 Employees that they will release the Released PAGA Claims and will
8 receive their share of the PAGA Payment regardless of whether they
9 request to be excluded from the Settlement.

10 b) The Notice Packet's mailing envelope shall include the following
11 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
12 ENTITLED TO PARTICIPATE IN A CLASS ACTION
13 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
14 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
15 NOTICE."

16 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
17 Settlement Administrator will perform a search based on the National Change
18 of Address Database to update and correct any known or identifiable address
19 changes. No later than fourteen (14) calendar days after receiving the Class
20 Data from Defendants, the Settlement Administrator shall mail copies of the
21 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
22 Settlement Administrator shall exercise its best judgment to determine the
23 current mailing address for each Class Member. The address identified by the
24 Settlement Administrator as the current mailing address shall be presumed to
25 be the best mailing address for each Class Member.

26 4. Undeliverable Notices. Not later than three (3) business days after the
27 Settlement Administrator's receipt of any Class Notice returned by the United
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1 States Postal Service (“USPS”) as undelivered, the Settlement Administrator
2 shall remain the Class Notice using any forwarding address provided by the
3 USPS. If the USPS does not provide a forwarding address, the Settlement
4 Administrator shall conduct a Class Member Address Search, and re-mail the
5 Class Notice to the most current address obtained. The Settlement
6 Administrator has no obligation to make further attempts to locate or send
7 Class Notice to Class Members whose Class Notice is returned by the USPS
8 a second time. Class Members who received a re-mailed Notice Packet shall
9 have their Response Deadline extended fifteen (15) days from the original
10 Response Deadline.

11 5. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendants’ records regarding
13 the start and end dates of employment to provide documentation and/or an
14 explanation to show contrary dates. If there is a dispute, Defendants’ records
15 will be presumed determinative. The Settlement Administrator shall
16 determine the eligibility for, and the amounts of, any Individual Settlement
17 Payments under the terms of this Agreement. The Settlement Administrator’s
18 determination of the eligibility for and amount of any Individual Settlement
19 Payment shall be binding upon the Class Member and the Parties.

20 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
21 by the Settlement Administrator concerning the administration of the
22 Settlement will be resolved by the Court under the laws of the State of
23 California. Before any such involvement of the Court, counsel for the Parties
24 will confer in good faith to resolve the disputes without the necessity of
25 involving the Court.

26 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
27 Packet shall state that Class Members who wish to exclude themselves from
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1 the Settlement must submit a written request for exclusion by the Response
2 Deadline. The written request for exclusion must state that the Class Member
3 wishes to exclude himself or herself from the Settlement and (1) must contain
4 the name, address, and the last four digits of the Social Security number of the
5 person requesting exclusion; (2) must be signed by the Class Member; (3)
6 must be postmarked or fax stamped by the Response Deadline and returned to
7 the Settlement Administrator at the specified address or fax telephone number;
8 and (4) contain a typewritten or handwritten notice stating in substance: "I
9 wish to opt out of the settlement of the class action lawsuit entitled *David Ezell*
10 *v. Diab Leasing, Inc., et al.*, currently pending in the Superior Court for the
11 County of Sacramento, Case No. 34-2021-00305329. I understand that by
12 requesting to be excluded from the settlement, I will receive no money from
13 the Settlement described in this Notice." The request for exclusion will not
14 be valid if it is not timely submitted, if it is not signed by the Class Member,
15 or if it does not contain the name and address and last four digits of the Social
16 Security number of the Class Member. The date of the postmark on the
17 mailing envelope or fax stamp on the request for exclusion shall be the
18 exclusive means used to determine whether the request for exclusion was
19 timely submitted. Any Class Member who requests to be excluded from the
20 Settlement Class will not be entitled to an Individual Settlement Payment and
21 will not be otherwise bound by the terms of the Settlement or have any right
22 to object, appeal or comment thereon. However, any Class Member that
23 submits a timely request for exclusion that is also a member of the Aggrieved
24 Employees will still receive his/her pro rata share of the PAGA Payment, as
25 specified below, and in consideration, will be bound by the Release by the
26 Aggrieved Employees as set forth herein. Settlement Class Members who fail
27 to submit a valid and timely written request for exclusion on or before the
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1 Response Deadline shall be bound by all terms of the Settlement and any final
2 judgment entered in this Action if the Settlement is approved by the Court.
3 No later than fourteen (14) calendar days after the Response Deadline, the
4 Settlement Administrator shall provide counsel for the Parties with a final list
5 of the Class Members who have timely submitted written requests for
6 exclusion. At no time shall any of the Parties or their counsel seek to solicit
7 or otherwise encourage members of the Class to submit requests for exclusion
8 from the Settlement. If more than 10% of the Class Members request
9 exclusion from the Settlement, Defendants may rescind the Settlement within
10 ten (10) business days of learning this information. The Parties agree that, if
11 either Defendants rescinds, the Settlement shall be void *ab initio*, have no
12 force or effect whatsoever, and that neither Party will have any further
13 obligation to perform under this Agreement.

- 14 8. Objections. The Notice of Class Action Settlement contained in the Notice
15 Packet shall state that Class Members who wish to object to the Settlement
16 may submit to the Settlement Administrator a written statement of objection
17 (“Notice of Objection”) by the Response Deadline. The postmark date of
18 mailing shall be deemed the exclusive means for determining that a Notice of
19 Objection was served timely. The Notice of Objection must be signed by the
20 Settlement Class Member and state: (1) the case name and number; (2) the
21 name of the Settlement Class Member; (3) the address of the Settlement Class
22 Member; (4) the last four digits of the Settlement Class Member’s Social
23 Security number; (4) the basis for the objection; and (5) if the Settlement Class
24 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
25 Class Members who fail to make objections in writing in the manner specified
26 above may still make their objections orally at the Final Approval/Settlement
27 Fairness Hearing with the Court’s permission. Settlement Class Members will

1 have a right to appear at the Final Approval/Settlement Fairness Hearing to
2 have their objections heard by the Court. At no time shall any of the Parties
3 or their counsel seek to solicit or otherwise encourage Class Members to file
4 or serve written objections to the Settlement or appeal from the Order and
5 Final Judgment. Class Members who submit a written request for exclusion
6 may not object to the Settlement. Class Members may not object to the PAGA
7 Payment or Released PAGA Claims.

8 L. Funding and Allocation of the Maximum Settlement Amount. Defendant is required
9 to pay the Maximum Settlement Amount, plus any employer's share of payroll taxes
10 as mandated by law within the time specified herein as follows: Via 33 equal monthly
11 payments of \$51,515.15 beginning 15 calendar days after the Court's final approval of
12 this settlement ("Installment Payments"). The Settlement Administrator shall deposit
13 the settlement payments into federally insured bank accounts (i.e., FDIC) so that all
14 money held by the Settlement Administrator is in federally insured bank accounts.
15 Any interest on the earned money in said bank accounts shall be remitted to the Net
16 Settlement Amount for distribution to Class Members. To the extent that any payment
17 required by this paragraph is due on a Saturday, Sunday, or legal holiday, the due date
18 shall be continued to the following business day. No money shall be distributed until
19 the last of: (i) if no appeal is filed, the expiration date of the time for the filing or
20 noticing of any appeal from, or other challenge to, the order granting final approval
21 and/or judgment (this time period shall not be less than sixty (60) calendar days after
22 the order granting final approval and/or judgment is entered); (ii) the date of affirmance
23 of an appeal of the order granting final approval and/or judgment becomes final under
24 the California Rules of Court; or (iii) the date of final dismissal of any appeal from the
25 order granting final approval and/or judgment or the final dismissal of any proceeding
26 on review of any court of appeal decision relating to the order granting final approval
27 and/or judgment.

1. Cure Period. In the event that Defendants default and fail to make a timely Installment Payment, Defendant shall have fourteen (14) calendar days to cure the default (“Cure Period”). Plaintiff and Defendant shall meet and confer during the Cure Period to resolve Defendants’ default. If Defendants fail to cure the default within the Cure Period, Plaintiff shall be entitled to enter a stipulated judgment against Defendants for the unpaid balance of the Maximum Settlement Amount at the time of default plus interest, and reasonable attorneys’ fees and costs incurred enforcing the terms of this agreement.
2. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member’s estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.
3. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA pay periods for all Aggrieved Employees during the PAGA Period. The respective PAGA pay periods for each Aggrieved Employee will be

1 divided by the total PAGA pay periods for all Aggrieved Employees, resulting
2 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
3 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
4 Aggrieved Employee Payment to calculate each Aggrieved Employee's
5 estimated share of the PAGA Payment.

6 4. Allocation of Individual Settlement Payments. For tax purposes, Individual
7 Settlement Payments shall be allocated and treated as follows: 10% as wages
8 ("Wage Portion"); 90% as penalties and interest ("Non-Wage Portion"). The
9 Wage Portion is subject to wage withholdings and shall be reported on IRS
10 Form W-2 and its state and local equivalents. The Non-Wage Portion shall not
11 be subject to wage withholdings and shall be reported on IRS Form 1099 and
12 its state and local equivalents.

13 5. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
14 Employee Settlement Payments shall be allocated and treated as 100%
15 penalties and shall be reported on IRS Form 1099 and its state and local
16 equivalents.

17 6. No Credit Toward Benefit Plans. The Individual Settlement Payments and
18 individual shares of the PAGA Payment made to Settlement Class Members
19 and/or Aggrieved Employees under this Settlement Agreement, as well as any
20 other payments made pursuant to this Settlement Agreement, will not be
21 utilized to calculate any additional benefits under any benefit plans to which
22 any Class Members may be eligible, including, but not limited to profit-
23 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
24 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
25 Parties' intention that this Settlement Agreement will not affect any rights,
26 contributions, or amounts to which any Class Members may be entitled under
27 any benefit plans.

1 7. All monies received by Settlement Class Members under the Settlement which
2 are attributable to wages shall constitute income to such Settlement Class
3 Members solely in the year in which such monies actually are received by the
4 Settlement Class Members. It is the intent of the Parties that Individual
5 Settlement Payments and individual shares of the PAGA Payment provided for
6 in this Settlement agreement are the sole payments to be made by Defendants to
7 Settlement Class Members and/or Aggrieved Employees in connection with this
8 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
9 Class Members and/or Aggrieved Employees are not entitled to any new or
10 additional compensation or benefits as a result of having received the Individual
11 Settlement Payments and/or their shares of the PAGA Payment.

12 8. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
13 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
14 and/or Aggrieved Employees last known mailing address no later than fifteen
15 (15) calendar days after the Maximum Settlement Amount is sufficiently
16 funded so as to cover the Individual Settlement Payments and Aggrieved
17 Employee Payments in their entirety (estimated to occur within 20 months of
18 the Effective Date).

19 9. Expiration. Any checks issued to Settlement Class Members and Aggrieved
20 Employees shall remain valid and negotiable for one hundred and eighty (180)
21 days from the date of their issuance. If a Settlement Class Member and/or
22 Aggrieved Employee does not cash his or her settlement check within ninety
23 (90) days, the Settlement Administrator will send a letter to such persons,
24 advising that the check will expire after the 180th day, and invite that
25 Settlement Class Member and/or Aggrieved Employee to request reissuance
26 in the event the check was destroyed, lost or misplaced. In the event an
27 Individual Settlement Payment and/or Aggrieved Employee's individual
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1 share of the PAGA Payment check has not been cashed within one hundred
2 and eighty (180) days, all funds represented by such uncashed checks, plus
3 any interest accrued thereon, shall be distributed consistent with California
4 Code of Civil Procedure Section 384 as follows: to Bet Tzedek. Class
5 Counsel, Defendants' counsel, nor any of the Parties, have any interest,
6 pecuniary or otherwise, in Bet Tzedek.

- 7 10. Class Representative's Payment. In addition to the Individual Settlement
8 Payment and his individual share of the PAGA Payment to be paid to Plaintiff,
9 Plaintiff will apply to the Court for an award of not more than Ten Thousand
10 Dollars and Zero Cents (\$10,000.00), as the Class Representative's Payment.
11 Defendants do not presently intend to oppose a Class Representative's
12 Payment of not more than \$10,000.00 for Plaintiff. The Settlement
13 Administrator shall pay the Class Representative's Payment, either in the
14 amount stated herein if approved by the Court or some other amount as
15 approved by the Court, to Plaintiff from the Maximum Settlement Amount no
16 later than ten (10) calendar days after the Funding Date. Any portion of the
17 requested Class Representative's Payment that are not awarded to the Class
18 Representative shall be part of the Net Settlement Amount and shall be
19 distributed to Settlement Class Members as provided in this Agreement. The
20 Settlement Administrator shall issue an IRS Form 1099 — MISC and its state
21 and local equivalents to Plaintiff for his Class Representative's Payment.
22 Plaintiff shall be solely and legally responsible to pay any and all applicable
23 taxes on his Class Representative's Payment and shall hold harmless the
24 Released Parties from any claim or liability for taxes, penalties, or interest
25 arising as a result of the Class Representative's Payment. The Class
26 Representative's Payment shall be in addition to Plaintiff's Individual
27 Settlement Payment as a Settlement Class Member. Approval of this
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1 Settlement shall not be conditioned on Court approval of the requested amount
2 of the Class Representative's Payment. In the event that the Court reduces or
3 does not approve the requested Class Representative's Payment, Plaintiff shall
4 not have the right to revoke the Settlement, and it will remain binding.

5 11. Class Counsel Award. Defendants do not presently oppose or intend to object
6 to an application for attorneys' fees not to exceed one-third of the Maximum
7 Settlement Amount currently estimated to be Five Hundred Sixty-Six
8 Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$566,666.66)
9 plus costs and expenses supported by declaration not to exceed Twenty-Five
10 Thousand Dollars (\$25,000.00), from the Maximum Settlement Amount. Any
11 portion of the requested Class Counsel Award that is not awarded to Class
12 Counsel shall be part of the Net Settlement Amount and shall be distributed
13 to Settlement Class Members as provided in this Agreement. The Settlement
14 Administrator shall allocate and pay the Class Counsel Award to Class
15 Counsel from the Maximum Settlement Amount no later than five (5) calendar
16 days after the Maximum Settlement Amount is funded in full. Class Counsel
17 shall be solely and legally responsible to pay all applicable taxes on the
18 payment made pursuant to this paragraph. The Settlement Administrator shall
19 issue an IRS Form 1099 — MISC and its state and local equivalents to Class
20 Counsel for the payments made pursuant to this paragraph. In the event that
21 the Court reduces or does not approve the requested Class Counsel Award,
22 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
23 or to appeal such order, and the Settlement will remain binding.

24 12. PAGA Payment. Eighty Thousand Dollars (\$80,000.00) shall be allocated
25 from the Maximum Settlement Amount for settlement of claims for civil
26 penalties under the Private Attorneys General Act of 2004 ("PAGA
27 Payment"). The Settlement Administrator shall pay seventy-five percent
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(75%) of the PAGA Payment (\$60,000.00) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Maximum Settlement Amount is funded in full (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$20,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

13. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. The estimate of the Settlement Administration Costs is \$25,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than twenty-five (25) calendar days after the Maximum Settlement Amount is funded in full. If the actual Settlement Administration Costs incurred is less than the estimate provided herein, the difference between the actual and estimated costs shall be returned to the Net Settlement Amount.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative's Payment, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than twenty (20) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment, highest Individual Settlement Payment, and lowest Individual Settlement Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.
 2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.
- N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.
- O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.
- P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

- 1 Q. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by all Parties or their successors-in-interest.
- 3 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
4 Agreement among these Parties, and no oral or written representations, warranties or
5 inducements have been made to any Party concerning this Agreement or its Exhibit
6 other than the representations, warranties and covenants contained and memorialized
7 in this Agreement and its Exhibit.
- 8 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate
10 this Agreement and to take all appropriate Action required or permitted to be taken by
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
12 documents required to effectuate the terms of this Agreement. The persons signing
13 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
14 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
15 he is authorized to sign this Agreement and that he has not assigned any claim, or part
16 of a claim, covered by this Settlement to a third-party.
- 17 T. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have
19 any communication with the press about the fact, amount or terms of the Settlement
20 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
21 of its terms for any marketing or promotional purposes. Nothing herein will restrict
22 Class Counsel from including publicly available information regarding this settlement
23 in future judicial submissions regarding Class Counsel's qualifications and experience.
24 Further, Class Counsel will not include, reference or use the Settlement Agreement for
25 any marketing or promotional purposes, either before or after the Motion for
26 Preliminary Approval is filed.

- 1 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 W. Counterparts. This Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same
7 instrument provided that counsel for the Parties to this Agreement shall exchange
8 among themselves copies or originals of the signed counterparts. A facsimile signature
9 or electronic signature (including but not limited to PDF or DocuSign) shall be treated
10 as an original signature for all purposes.
- 11 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
12 is a fair, adequate and reasonable settlement of this Action and have arrived at this
13 Settlement after extensive arms-length negotiations, taking into account all relevant
14 factors, present and potential.
- 15 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
16 respect to the interpretation, implementation and enforcement of the terms of this
17 Agreement and all orders and judgments entered in connection therewith, and the
18 Parties and their counsel submit to the jurisdiction of the Court for purposes of
19 interpreting, implementing and enforcing the settlement and all orders and judgments
20 entered in connection with this Agreement.
- 21 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
22 the Court shall first attempt to construe the provisions valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this
24 Agreement valid and enforceable.
- 25 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
26 intend to pursue any claims against the Released Parties, including, but not limited to,
27 any and all claims relating to or arising from Plaintiff's employment with Defendants,
28

1 regardless of whether Class Counsel is currently aware of any facts or legal theories
2 upon which any claims or causes of action could be brought against Released Parties,
3 including those facts or legal theories alleged in the operative complaint in this Action.
4 The Parties further acknowledge, understand and agree that this representation is
5 essential to the Agreement and that this Agreement would not have been entered into
6 were it not for this representation.

7 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this Settlement only.

9 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
10 Released Claims have merit and give rise to liability on the part of Defendants.
11 Defendants claim that the Released Claims have no merit and do not give rise to
12 liability. This Agreement is a compromise of disputed claims. Nothing contained in
13 this Agreement and no documents referred to and no action taken to carry out this
14 Agreement may be construed or used as an admission by or against the Defendants,
15 Released Parties, Plaintiff, or Class Counsel as to the merits or lack thereof of the
16 claims asserted. Other than as may be specifically set forth herein, each Party shall be
17 responsible for and shall bear its/his own attorney's fees and costs.

18 DD. Confidentiality. Class Counsel and the Class Representative agree that they will not
19 issue any press releases, initiate any contact with the press, respond to any press
20 inquiry, post on any internet websites, or have any communication with the press about
21 the Lawsuit, and/or the fact, amount or terms of the settlement. Before the date of the
22 filing of the motion for preliminary approval of the settlement, the Class
23 Representative and settlement class counsel will not initiate any contact with Class
24 Members or anyone else about the settlement, except that: (a) settlement class counsel,
25 if contacted by a Class Member, may respond that a settlement has been reached and
26 that the details will be communicated in a forthcoming Court-approved notice; and (b)
27 the Class Representative, if contacted by a Class Member, may respond only that the
28

1 Class Member should contact settlement class counsel.

2 EE. Headings. The section and paragraph headings contained in this Settlement
3 Agreement are for reference purposes only and shall not affect in any way the meaning
4 or interpretation of this Settlement Agreement.

5 FF. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
6 of this Agreement. This Agreement will not be construed against any Party on the basis
7 that the Party was the drafter or participated in the drafting.

8 GG. Waiver. No waiver of any condition or covenant contained in this Settlement
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
10 considered to imply or constitute a further waiver by such party of the same or any
11 other condition, covenant, right or remedy.

12
13 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

14
15 DATED: Apr 12, 2023


(Apr 12, 2023 15:43 PDT)

16 DAVID EZELL

17
18
19 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

20 DATED: _____

21 _____
DIAB LEASING INC.

22
23 _____
Printed Name

24
25 _____
Title

1 Class Member should contact settlement class counsel.

2 EE. Headings. The section and paragraph headings contained in this Settlement
3 Agreement are for reference purposes only and shall not affect in any way the meaning
4 or interpretation of this Settlement Agreement.

5 FF. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
6 of this Agreement. This Agreement will not be construed against any Party on the basis
7 that the Party was the drafter or participated in the drafting.

8 GG. Waiver. No waiver of any condition or covenant contained in this Settlement
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
10 considered to imply or constitute a further waiver by such party of the same or any
11 other condition, covenant, right or remedy.

12
13 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

14
15 DATED: _____

16 _____
17 DAVID EZELL

18
19 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

20 4/12/2023
21 DATED: _____

22 Farouk Diab

23 _____
24 DIAB LEASING INC.

25 Farouk Diab

26 _____
27 Printed Name

28 _____
PRESIDENT

Title

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4/12/2023
DATED: _____

Farouk Diab

FAROUK DIAB

Farouk Diab

Printed Name

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

1 DATED: _____

FAROUK DIAB

3 _____
4 Printed Name

6 IT IS SO AGREED AS TO FORM BY COUNSEL:
7

8 DATED: April 12, 2023

JCL LAW FIRM, A.P.C.

9 By: _____
10 

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: April 12, 2023

ZAKAY LAW GROUP, APLC

15 By: _____
16 

17 Attorneys for Plaintiff and the Settlement Class
18 Members

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(David Ezell v. Diab Leasing, Inc., et al., Sacramento County Superior Court Case No. 34-2021-00305329)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. The Settlement will not be fully funded for approximately thirty-three (33) months and 15 days after the Court grants Final Approval. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Released Parties as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, except a portion of the PAGA payment, if applicable, in the estimated amount of \$<<[REDACTED]>>. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Sacramento (the “Court”) has been reached between Plaintiff David Ezell (“Plaintiff”), on the one hand, and Defendant Diab Leasing Inc. and Farouk Diab (collectively “Defendants”), on the other hand. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period. The “Class Period” is the period from July 30, 2017, up to and including December 2, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 30, 2021, Plaintiff filed a Complaint against Defendant Diab Leasing, Inc. in the Superior Court of the State of California, County of Sacramento. Plaintiff alleged claims that Defendant Diab Leasing, Inc. (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor Code § 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.* Plaintiff subsequently amended the Complaint to name the following as defendants: Farouk Diab; DIAB AND ABED, INC.; FAROUK DIAB AND ZAHAR ABED; DIAB AND ABU RAMADAN, INC.; FAROUK DIAB AND MIKE ABU RAMADAN; DIAB AND AHMAR, INC.; FAROUK DIAB AND FRAIDOOH AHMAR; DIAB AND ALTAIAN, INC.; FAROUK DIAB AND BASHAR ALTAIAN; DIAB AND ASPIRAS INC.; FAROUK DIAB AND NAWAL ASPIRAS; DIAB AND BAWAB, INC.; FAROUK DIAB AND TAREK BAWAB; DIAB AND DIAB, INC.; FAROUK DIAB; DIAB AND ILAIAN INC; FAROUK DIAB; DIAB AND SAFORI INC; FAROUK DIAB AND MAJIDA SAFORI; DIAB AND YASSIN INC; FAROUK DIAB AND BELAL YASSIN; DIAB AND SAMMAR, INC.; FAROUK DIAB; DIAB ENTERPRISES, INC; FAROUK DIAB; DIAB LEASING INC.; FAROUK DIAB; DIAB, YASSIN AND YASSIN INC.; FAROUK DIAB AND BELAL YASSIN AND ASHRAF YASSIN; F DIAB AND G ABED, INC.; FAROUK DIAB AND GHADAH ABED; F DIAB AND R DIAB INC; FAROUK DIAB AND RAID DIAB; F DIAB AND S DIAB INC.; FAROUK DIAB AND SALEH DIAB; DIAB 865 INC; FAROUK DIAB AND SALEH DIAB (collectively “Doe Defendants”).

Defendants deny and dispute all claims alleged in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; members of the class were properly paid all wages and overtime that were due; members of the class were provided all legally required meal breaks and rest breaks; members of the class were paid all wages due them at the time of their terminations; members of the class were provided accurate, itemized wage statements; Defendants did not violate California Business and Professions Code section 17200 *et seq.*; class members were reimbursed for required business expenses, if any; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action. Further, Doe Defendants contend that they did not employ members of the class.

On July 18, 2022, the Plaintiff and Defendants (collectively “Parties”) participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded without a settlement. After months of negotiations, Mediator Ortman made a mediator’s proposal, and the Parties accepted the proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Maximum Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Seven Hundred Thousand Dollars and Zero Cents (\$1,700,000.00) (the “Maximum Settlement Amount”) to fund the settlement. The Maximum Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members,

Class Counsel's attorneys' fees and costs ("Class Counsel Award"), Settlement Administration Costs, the LWDA Payment, Aggrieved Employee Payment, and the Class Representative's Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Maximum Settlement Amount by depositing the money in thirty-three (33) equal monthly payments of \$51,515.15 with the Settlement Administrator beginning 15 calendar days after the Court's final approval of this settlement. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Maximum Settlement Amount. The Settlement provides for certain payments to be made from the Maximum Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Maximum Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$25,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of Class Counsel Award consisting of attorneys' fees and litigation costs incurred of no more than 1/3 of the Maximum Settlement Amount (currently \$566,666.66) and litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$80,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$60,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$20,000 will be distributed to Aggrieved Employees as part of the Aggrieved Employee Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Class Representative's Payment, the PAGA Payment, and the Settlement Administration Costs are deducted from the Maximum Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period ("Settlement Share"). A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant Diab Leasing Inc.'s records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payments shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payments will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by

the number of pay periods worked by each respective PAGA Employee during the PAGA Period. “Aggrieved Employees” means each of the Class Members who was employed by Defendants at any time during the PAGA Period. The PAGA Period means the period between May 25, 2020, and continuing through up to and including December 2, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 10% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 90% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members.

“Released Parties” shall mean Defendants, DIAB AND ABED, INC.; FAROUK DIAB AND ZAHER ABED; DIAB AND ABU RAMADAN, INC.; FAROUK DIAB AND MIKE ABU RAMADAN; DIAB AND AHMAR, INC.; FAROUK DIAB AND FRAIDOOH AHMAR; DIAB AND ALTAIAN, INC.; FAROUK DIAB AND BASHAR ALTAIAN; DIAB AND ASPIRAS INC.; FAROUK DIAB AND NAWAL ASPIRAS; DIAB AND BAWAB, INC.; FAROUK DIAB AND TAREK BAWAB; DIAB AND DIAB, INC.; FAROUK DIAB; DIAB AND ILAIAN INC; FAROUK DIAB; DIAB AND SAFORI INC; FAROUK DIAB AND MAJIDA SAFORI; DIAB AND YASSIN INC; FAROUK DIAB AND BELAL YASSIN; DIAB AND SAMMAR, INC.; FAROUK DIAB; DIAB ENTERPRISES, INC; FAROUK DIAB; DIAB LEASING INC.; FAROUK DIAB; DIAB, YASSIN AND YASSIN INC.; FAROUK DIAB AND BELAL YASSIN AND ASHRAF YASSIN; F DIAB AND G ABED, INC.; FAROUK DIAB AND GHADAH ABED; F DIAB AND R DIAB INC; FAROUK DIAB AND RAID DIAB; F DIAB AND S DIAB INC.; FAROUK DIAB AND SALEH DIAB; DIAB 865 INC; FAROUK DIAB AND SALEH DIAB, and all of their respective current and former partners, parents, subsidiaries, franchisors, Galardi Group Franchise Corp., Galardi Group Franchise & Leasing, LLC, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

“Released Class Claims” shall mean all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the complaint, including, but not limited to claims arising under Labor Code sections 200, 201, 201.5, 202, 203, 204, 205.5, 206.5, 226, et seq., 226.2, 226.7, 246, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, 2698, et seq., 2802, California Code of Civil Procedure sections 382, 395, 395.5, 410, 474, Business and Professions Code section 17200, et seq., 17203, and the requirement for the Industrial Welfare Commission Wage Order, as well as claims for failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq.; failure to provide required meal periods in violation of Cal. Lab Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide

required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate itemized statements in violation of Cal. Lab. Code §§ 226, 226.2; failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202, and 203; failure to timely pay wages in violation of Cal. Lab. Code § 204; failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; and claims involving any alleged unfair competition in violation of Cal. Bus. & Prof. Code § 17200, et seq. arising from the Labor Code violations released herein, that occurred during the Class Period.

As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from the Released Class Claims for the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Release by the Aggrieved Employees.

"Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the complaint and PAGA notice provided to the LWDA pursuant to Labor Code section 2699.3, subd. (a), including but not limited to, claims arising under Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 206.5, 210, 218.5, 218.6, 226, et seq., 226.2, 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2695, et seq., 2698, et seq., 2699, 2699.3, 2699.5, 2802, 2804, and the requirement for the Industrial Welfare Commission Wage Order, as well as claims involving failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq.; failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate itemized statements in violation of Cal. Lab. Code §§ 226, 226.2; failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202, and 203; failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802, that occurred during the PAGA Period.

As of the Funding Date, in exchange for the consideration set forth in this Agreement, each of the Aggrieved Employees, the Plaintiff, the LWDA and the State of California, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

5. How much will my payment be?

Defendant Diab Leasing, Inc.'s records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period. Based on this information, your estimated Settlement Share is << [REDACTED] >>.

Defendants' records reflect that you have << [REDACTED] >> Pay Periods worked during the PAGA Period. Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [REDACTED] [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: [REDACTED], (800) [REDACTED].

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, Individual Settlement Payments and Aggrieved Employee Payments will be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after the Maximum Settlement Amount is sufficiently funded so as to cover the Individual Settlement Payments and Aggrieved Employee Payments in their entirety. If there are objections or appeals, resolving them can take time.. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\[REDACTED\].com](http://www.[REDACTED].com)

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payments.

Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the [REDACTED]. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *David Ezell v. Diab Leasing, Inc., et al.*, currently pending in the Superior Court for the County of Sacramento, Case No. 34-2021-00305329. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by [REDACTED]. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court. Class

Members may not object to the PAGA Payment or Released PAGA Claims.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is [REDACTED].

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:

Beth A. Kahn, Esq.
Ryan C. McKim, Esq.
Clark Hill LLP
555 Flower Street, 24th Floor
Los Angeles, CA 90071
Tel: (213) 891-9100
Fax: (213) 488-1178
Email: bkahn@clarkhill.com
rmckim@clarkhill.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Sacramento County Superior Court, located at 720 Ninth Street Sacramento, CA 958140-1280 before Judge Lauri A. Damrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [REDACTED] or write to **David Ezell v. Diab Leasing, Inc., et al., Case No. 34-2021-00305329**, Settlement Administrator, c/o [REDACTED].

More details are in the Settlement Agreement. For more information, you may inspect the Court files and the Settlement Agreement at the Sacramento County Superior Court, located at 720 Ninth Street Sacramento, CA 958140-1280. You may also contact Class Counsel, the Settlement Administrator, and/or Defendant's Counsel for more information.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to Bet Tzedek. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Zakay Law Group, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. Attorney Shani O. Zakay Biography:

• PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

• PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

• EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. Lead Counsel – Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657

Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O’Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification

Status	In Litigation
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45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226

Status	In Litigation
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52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

88. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	In Litigation

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	In Litigation

96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

98. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

101. Joe Moreno v. Rambo, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

103. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

104. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

106. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

111. Amanda Hernandez v. Parenting Network

Court	San Joaquin
Case No.	VCU287027
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

112. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

113. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

114. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

115. Richard Sanchez v. Salinas Lincoln Mercury

Court	Monterey
Case No.	21CV001535
Nature	PAGA
Status	In Litigation

116. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

117. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

118. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

119. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

120. Doretha Jackson v. White Fir Holdings, LLC

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

121. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	In Litigation

122. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

123. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

124. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

125. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

126. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

127. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

128. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

130. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	PAGA
Status	In Litigation

131. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

132. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

133. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	In Litigation

134. Pedro Rodriguez v. RM Parks

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Unpaid Wages, Wage Statement Violations, PAGA
Status	Settled

135. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

136. David Ezell v. Diab Leasing

Court	Sacramento
Case No.	2021-305329
Nature	Meal/Rest Breaks, Unpaid Overtime, Wage Statement Violations, PAGA
Status	Settled

137. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

138. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

140. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

141. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
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Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

143. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

144. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	Settled

145. Sara Chiu v. Cornish & Carey (NewMark)

Court	Alameda
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

146. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

147. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Devin Terrel v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

149. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

150. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

151. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

153. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

154. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

155. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	In Litigation

156. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

157. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

158. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

159. Bria Ware v. Shake Shack

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

160. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	In Litigation

161. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

162. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
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FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 3